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Garland A. Kelley

August 16, 2018

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VIA E-MAIL

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Re: Access to Building / Breaches of Fiduciary Duty

Dear Mr. Kelly,

This letter responds to your letter dated August 14, 2018.

As an initial matter, on what legal basis has the Company revoked Mr. Schnatter's access to certain parts of the Company's headquarters? Unless and until the Special Committee completes an appropriate review and fully informs itself, it remains unclear how the Company can purport to ban Mr. Schnatter from the building. To date you have failed to provide any evidence that a proper review and investigation has occurred. And, as we know, the Special Committee does not have all of the relevant information it needs for that investigation, as it has yet to interview Mr. Schnatter.

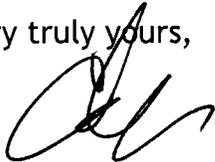
Moreover, on what legal basis can the Company block access to a member of the Company's Board of Directors? If you have legal authority for such an action, please provide it.

In addition, your suggestion that Mr. Schnatter's presence is "creating additional confusion and concern among employees" utterly ignores that it is the Company's own behavior - *i.e.*, conduct by the other members of the Board and by members of management - that is creating an environment of fear. You know this because employees are telling you so - or they would if the Company did not cancel town hall meetings, or create a work environment where employees are afraid to speak, even to each other, even anonymously. It is this conduct that is disrupting business operations, destroying shareholder value, and crushing employee morale. And all of this conduct does concrete harm to the Company and constitutes gross breaches of their fiduciary duty of loyalty - for which there is no exculpation.

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Finally, as to your reference to a purported “ninety day notice of termination” of the sublease agreement, as we have repeatedly informed you, that notice is ineffective for multiple reasons. Until proper notice of termination is received, that agreement remains in full force and effect, and no notice period has even commenced.

Very truly yours,



GARLAND A. KELLEY
of GLASER WEIL FINK HOWARD AVCHEN & SHAPIRO LLP

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